

# An Post

## Terms and Conditions for Universal Services

### Single Piece Mail

May 2012



# Universal Postal Service Terms and Conditions –

## Single Piece Mail

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### Commencement

1. These Terms and Conditions shall come into operation on the 1st day of May , 2012.

### Definitions

2. In these Terms and Conditions—

- (1) "Act" means the Communications Regulation (Postal Services) Act 2011
- (2) "Ceadúnas" means a mark in a form designated by An Post to indicate the Sender has entered into an arrangement with An Post pursuant to Condition 4(2) or has otherwise paid postage in a manner acceptable to An Post.
- (3) "Certificate of Posting" means a receipt issued by An Post in respect of a Postal Packet and, includes a receipt endorsed by An Post on a Posting Book pursuant to Condition 15 (2) (e).
- (4) "Commission" means the Commission for Communications Regulation
- (5) "Charge" includes postage, postage amount, price, tariff, fee or rate of postage.
- (6) "Coin" means coin and includes coin of all kinds, whether or not legal tender in the State or elsewhere.
- (7) "Dimensional Weight" means length x width x depth (in centimetres) divided by 6000 and rounded up to the nearest kilogram.
- (8) "Europe" means the European Economic Area and Switzerland and destinations listed in the First Schedule.
- (9) "Firearms" means firearms as defined in Section 4(i) of the Firearms and Offensive Weapons Act 1990
- (10) "Fictitious Postage Stamp" means any facsimile or imitation or representation of any stamp or franking impression for denoting any rate or duty of postage whether of the State or of any other country or State or any other postal service provider.
- (11) "Foreign" when used in relation to any Postal Packet of any description thereof means posted in the State and addressed to a place outside the State.
- (12) "Franking Impression" means the printed postal mark produced by a Postal Franking Machine that includes the Charge, date of posting and may also include a Slogan Die impression.
- (13) "Girth" means 2 x (depth plus width).
- (14) "Jewellery" means:
  - (a) gold, silver, or platinum or other precious metal in a manufactured state, that is to say, a state in which value is added to the raw material by skilled workmanship, and includes any coins used or designed for the purposes of ornament;
  - (b) diamonds and precious stones;
  - (c) watches, the cases of which are entirely or mainly composed of gold, silver or platinum or other precious metal; and
  - (d) any article of a like nature which, apart from workmanship, has an intrinsic or marketable value.
- (15) "Large Letter" means a Postal Packet (which is not a Letter) with Minimum Dimension of 90 millimetres x 140 millimetres x 0.18 millimetres with a tolerance of 2 millimetres and a Maximum Dimension 300 millimetres x 400 millimetres x 25 millimetres with a maximum weight of 1 kilogram for Postal Packets for delivery in the State or Northern Ireland and 500 grams for Postal Packets for destinations outside of the State or Northern Ireland.

- (16) "Letter" means a Postal Packet within the following dimensions Minimum Dimensions of 90 millimetres x 140 millimetres x 0.18 millimetres with a tolerance of 2 millimetres and Maximum Dimensions of 235 millimetres x 162 millimetres x 5 millimetres and weighs no more than 100 grams .
- (17) "Packet" is a Postal Packet (which is not a Letter or a Large Letter) with Minimum Dimensions of 70 millimetres x 100 millimetres x 25 millimetres and Maximum Dimensions of length, width and depth combined of 900 millimetres; tolerance 2 millimetres and greatest dimension not exceeding 600 millimetres with a tolerance of 2 millimetres (In roll form; length and twice diameter, 1040 millimetres, greatest dimension not exceeding 900 millimetres) with a tolerance of 2 millimetres and a maximum weight of 2 kilograms.
- (18) "Parcel" means a Postal Packet outside the maximum dimensions for a Packet as set out in Condition 14(4) which is posted as a parcel in accordance with the provisions of these Terms and Conditions.
- (19) "Postal Franking Machine" means a franking machine of any type as An Post may from time to time specifically approve, designed to denote payment of postage and other fees, charges and sums payable to An Post, by means of a Franking Impression and includes any meter used in a Postal Franking Machine or in connection therewith and dyes used in a Postal Franking Machine.
- (20) "Postal Packet" means a Postal Packet as defined in Section 6 (1) of the Act
- (21) "Postal Services for the Blind" means Letters, Large Letters, Packets (including Foreign Postal Packets weighing up to 7 kilograms) and Parcels (excluding Foreign Parcels) weighing no more than 7 kilograms and containing:
  - (a) books and papers (including letters to or from blind persons), impressed or otherwise prepared for the use of the blind,
  - (b) paper posted to any person for the purpose of being so impressed or prepared,
  - (c) relief maps,
  - (d) machines, frames and attachments for making impressions for the use of the blind,
  - (e) pencil writing frames and attachments,
  - (f) braillett board and metal pegs therefor,
  - (g) de braille instructional device,
  - (h) the following articles sent or received by persons or institutions who have entered into special arrangements to the satisfaction of An Post with regard to the transmission of such articles :
    - (i) games (including card games) specially designed or adapted for the use of the blind,
    - (ii) mathematical appliances and attachments specially designed or adapted for the use of the blind,
    - (iii) voice records on discs, films, tape or wire,
    - (iv) metal plates impressed or sent for the purpose of being impressed for the use of the blind,
    - (v) bulk supplies of wrappers and labels for use on packets for the blind—bulk supplies,
    - (vi) braille watches, clocks and timers specially produced or adapted for the use of the blind,
    - (vii) tools, aids and precision instruments specially designed or adapted for the use of the blind,

(viii) rules and measures specially designed or adapted for the use of the blind,

(ix) sectional or collapsible walking sticks for the use of the blind."

(22) "Postcard" means a card having:  
Minimum Dimensions 90 millimetres x 140 millimetres x 0.18 millimetres, with a tolerance of 2 millimetres; Maximum Dimensions 235 millimetres x 162 millimetres x 5 millimetres with a tolerance of 2 millimetres and Maximum weight of 100 grams and except where the context otherwise requires, includes a reply Postcard.

(23) "Post Office" means a post office as defined in Section 6(1) of the Act operated by or for An Post.

(24) "Re-direction" is a service for mail to be re-directed by An Post from one address to another

(25) "Registered Postal Packet" means a Postal Packet which has been registered in accordance with Condition 15.

(26) "Schedule of Charges" means the list of Charges published by An Post from time to time on [www.anpost.ie](http://www.anpost.ie) and by such means as the Commission may direct.

(27) "Slogan Die" means the die used in a Postal Franking Machine containing advertising matter, slogans or return address.

### Charges

3. (1) There shall be charged and paid upon Postal Packets the Charges specified in the Schedule of Charges. The appropriate charge is dependent on the service, the destination, the format, weight and dimensions of the Postal Packet as set out in the Schedule of Charges.

(2) Postal Services for the Blind shall be transmitted by post without Charge and the transmission thereof shall be subject to these terms and conditions.

(3) Charges shall become due as soon as a Postal Packet is presented to An Post for delivery.

(4) Unpaid Charges shall be recoverable as a simple contract debt as provided in Section 49 of the Act.

(5) Any condition, term, standard or requirement in these terms and conditions which affects or relates either to:

(a) the eligibility, of a Postal Packet to be included in a service, or

(b) the eligibility or entitlement of a person to use, avail of or benefit from service, may be waived, dispensed with or varied by An Post in any individual case and as regards any person, or generally from time to time, provided that such waiver, dispensation or variation would or is calculated to increase the use of service by any person or group or class of persons

(6) An Post may in any case in which it considers it just, reasonable or advantageous to do so, refund to any person a Charge which is paid to it in relation to a service and may attach such conditions to such refund as it deems appropriate.

(7) An Post may in case of doubt or dispute, decide under which service any particular Postal Packet shall be or has been conveyed.

(8) Services provided under these terms and conditions are presently exempt from VAT. If Value Added Tax is payable on any Service, Value Added Tax shall be payable in addition to the Charge.

### Modes of Prepayment

4. (1) Postage may be prepaid either:
  - (a) by adhesive postage stamps including labels printed by An Post at a Post Office;
  - (b) by impressions of a Postal Franking Machine under the direction or by the permission of An Post;
  - (c) by the use of a Ceadúnas produced stamped envelope, cover, postcard, or other form; or
  - (d) in such other manner as An Post may from time to time prescribe,
- (2) Any Charge payable in respect of a service must be prepaid unless An Post and the person liable to such Charge have otherwise arranged.
- (3) A claim or counterclaim made shall not be made the reason or deferring or withholding payment of monies payable or liabilities incurred to An Post.
- (4) All amounts outstanding greater than thirty (30) days from the date of invoice shall be subject to an interest rate charge of 1.5% per month compound interest for each month for which the amount remains unpaid unless otherwise prescribed

### Prohibitions

5. (1) There shall not be posted or conveyed or delivered by post any Postal Packet which contains any of the items listed in the Second Schedule or which is outside of the maximum dimensions or weight set out in Condition 14(4).
- (2) The sender of a Postal Packet which contravenes Condition 5(1), shall be liable for all costs incurred in its disposal and for all loss arising from damage to other Postal Packets or to An Post staff or equipment or for loss arising from delays or disruption to service. An Post shall have no obligation to return the Postal Packet to the sender or to deliver it. An Post may dispose of it as it thinks fit and shall incur no liability to the sender.
- (3) Postal Packets containing or consisting of any item which is prohibited under Condition 5(1) may be delivered subject to such restrictions or requirements as An Post may specify from time to time.

### Packing

6. (1) Every Postal Packet must be made up and secured to prevent injury to any other Postal Packet in course of conveyance by post or to any receptacle in which the same is conveyed, or to an officer of An Post or other person who may deal with such Postal Packet or to postal equipment or to third party property. Where An Post has published special rules in relation to the packing of any particular Postal Packet or article such rules shall apply
- (2) Any article contained in a Postal Packet shall be adequately packed as a protection against damage in course of conveyance by post and in particular:
  - (a) An article which is of a fragile nature shall be packed in a container of sufficient strength and shall be surrounded in that container with sufficient and suitable material to protect the article against the effect of such concussion, pressure and knocks to which Postal Packets are ordinarily exposed in conveyance by post, and the Postal Packet shall bear the words 'FRAGILE WITH CARE' written conspicuously in capital letters on the face of the cover above the address.



- (b) An article which is liable to be damaged by bending shall be packed in a container of sufficient strength to prevent the article from being bent in transmission by post, and the Postal Packet shall bear the words 'DO NOT BEND' written conspicuously in capital letters on the face of the cover above the address.
- (3) Every Postal Packet (except a Postcard) must be packed and enclosed in a reasonably strong case, wrapper, or cover, in such a manner as is calculated to preserve the contents from loss or damage in the post and to prevent any tampering with its contents.
- (4) The sender shall indemnify An Post against all loss it may incur arising from any failure by the sender to comply with this Condition.

#### Position of Stamp and Return Address

- 7. Where postage is prepaid the stamp or impression on the Postal Packet shall be in the top-right hand corner of the address side of the Postal Packet. Every Postal Packet shall bear a return address or indication of origin acceptable to An Post. The return address shall appear in the top left hand corner on the address side of each Postal Packet or to the left of the address on a Postal Packet in roll form.

#### Endorsements

- 8. Except with the special permission of An Post, nothing shall be written, printed, or otherwise impressed upon, or across, the stamp on any Postal Packet. An Post may write, print or otherwise impress on any Postal Packet such words or figures or post mark dyes as it considers appropriate, for revenue protection, quality control, redirection or record purposes or pursuant to a direction under section 110 of the Postal and Telecommunications Services Act 1983. and for the purpose of advertising and publicity (including publicity for An Post's own services) and advertising in accordance with such arrangement as may be entered into between An Post and the advertiser.

#### Re-direction

- 9. (1) If the addressee is no longer resident at the address stated on the Postal Packet, the Postal Packet may be redirected to the same addressee at his new address in the State.
- (2) Upon any Postal Packet re-directed, there shall be charged in respect of each re-direction and (if not previously paid) shall be paid by the addressee thereof upon the delivery of such Postal Packet an additional charge equal in amount to the charge originally chargeable thereon, provided that An Post may remit such additional charge in the case of a Parcel (whether registered or unregistered) if the Parcel is re-directed to an address served from the same delivery office.
- (3) Any redirected Postal Packet which appears to have been opened before being redirected and any Postal Packet which purports to be redirected but which appears to have been treated in a manner designed to evade the payment of any charge payable thereon, shall be dealt with and charged as an unpaid Postal Packet or otherwise dealt with as determined by An Post

#### Irregular Posting and Return of Postal Packets

- 10. (1) Underpaid Postal Packets shall on delivery, be subject to the charges specified in the Schedule of Charges.
- (2) An Post may refuse, detain, defer, withhold, return, dispose of and open Postal Packets in exercise of its powers under Section 47 of the Act.
- (3) Where due delivery cannot be completed, or where a Parcel exceeds the maximum dimensions or weight specified in Condition 14 (4), An Post may leave a docket at the address of the addressee or sender indicating where and when the Postal Packet may be collected. An addressee or sender may collect the Postal Packet at the times set out on the docket and subject to payment of the Charges specified in the Schedule of Charges. Postal Packets may be held for 5 Working Days. Foreign Postal Packets may be held for 16 Working days.

- (4) Where the name of the sender cannot be ascertained from a Packet, the Packet may be retained pending a claim from the sender or addressee. In the absence of any claim within a period of one (1) month of receipt of the Packet or three (3) months of posting the Packet for delivery in the State or six (6) months of posting for a delivery outside the State, the Packet may be disposed of by An Post.
- (5) If An Post directs the contents of the Postal Packet to be sold, the proceeds may be applied to pay the Charges (including Customs charge(s)) to which the Postal Packet is subject and any related administrative costs and the balance of the proceeds of sale may be returned to the sender or otherwise disposed of as An Post decides.
- (6) An Post may require proof to its satisfaction that an applicant for a Postal Packet is entitled to receive the Postal Packet.
- (7) In the event that a Postal Packet is not collected either because the sender or addressee fails to prove to the satisfaction of An Post that he is entitled to receive the Postal Packet, or refuses or fails to pay any Charges to which the Postal Packet has become liable, the Postal Packet may be dealt with or dispose of it in such manner as An Post may in its discretion decide.
- (8) Any Postal Packet in the possession of An Post which becomes offensive or injurious to any officer of An Post, or other person, or to other Postal Packets, or which is likely from its character or condition to become offensive or injurious as aforesaid, or to become valueless before it can be delivered or otherwise dealt with in accordance with the provisions of these terms and conditions, may forthwith be dealt with or disposed of by An Post may, notwithstanding that the provisions of these terms and conditions as to the return of such Postal Packet have not been, or have only partially been, complied with.
- (9) Where a Packet cannot be delivered by reason that the addressee has refused or neglected to pay the Customs or other Charges thereon, or for any other reason; the sender may request that the Packet be
  - (a) delivered to an alternative addressee if the name and address of the alternative addressee have been furnished by the sender or
  - (b) the Packet may be delivered or re-transmitted to the original address thereof at the request of the sender or addressee;

In either case, there shall be charged and paid by the addressee to whom the Packet is delivered an additional Charge stipulates in the Schedule of Charges at the appropriate rate chargeable for transmission from the original to the substituted address, or in respect of such delivery or re-transmission as the case may be.

#### **Postal Packets addressed Poste Restante (care of the Post Office)**

- 11.** (1) The sender of a Postal Packet addressed to a post office or to a ship or offshore installation at any port in the State, to be called for by the addressee, may add to the address of such Postal Packet a request that the Postal Packet may, if not called for within the time specified in such request, be returned to the sender or some person designated by him.
- (2) In such case such Postal Packet shall, at the expiration of the time specified in the request (and subject to and in accordance with these terms and conditions) be returned as specified in such request, and may, if necessary, be opened for that purpose by an officer of An Post duly authorised in that behalf.
- (3) Provided that if the time specified in such request exceeds twenty (20) days or the time during which the Postal Packet would (according to the rules of An Post in force for the time being) be retained at the post office to which it is addressed, the Postal Packet shall, notwithstanding any such request, be dealt with in accordance with these terms and conditions.

### Postcards

**12.** The following special conditions shall apply to Postcards:—

- (1) A Postcard shall be made of cardboard or paper stout enough not to hinder its manipulation and be equivalent to or in excess of 140 g/m<sup>2</sup> grammage. Except as An Post shall otherwise direct or authorise in regard to reply Postcards no writing or printing, other than the name and address of the addressee, shall appear on the right-hand half of the face thereof.
- (2) Nothing whatever shall be in any manner attached to a Postcard except—
  - (a) Postage stamps in payment of postage or of sums payable for registration;
  - (b) Illustrations, drawings, engravings, photographs, stamps of any kind, paper bearing the address or other written or printed matter. Provided that all such articles shall be of such nature as not to alter the character of the postcard, and shall consist of paper or other very thin substance and shall adhere completely to the postcard. Provided also that stamps likely to be mistaken for stamps used for payment of postage shall not be affixed to the address side of a postcard.
- (3) In respect of Foreign Postcards: no writing except the address and any postal directions recognised by the Universal Postal Convention, and no printing except that of any of the matters aforesaid shall appear on the right-hand half of the address side of a Postcard.

### Postal Services for the Blind

**13.** The following provisions shall apply to Postal Services for the Blind:—

- (1) Every Postal Packet shall bear on the outside thereof the inscription "Postal Services for the Blind" or in the case of a Foreign Postal Packet "Literature for the Blind" and the written or printed name and address of the sender.
- (2) Every Postal Packet may be subject to examination in the post.
- (3) Every Postal Packet shall be posted either without a cover or in a cover which can be easily removed for the purposes of examination.
- (4) A Postal Packet shall not contain any article not being an article for the use of the blind except a label which may bear the name and address of the person to whom the Postal Packet is to be returned.
- (5) A Postal Packet shall not contain any communication or inscription either in writing or in ordinary type (except the title, date of publication or manufacture, serial number, names and addresses of the printer and publisher or manufacturer, price and table of contents of the book or paper and the key to or instructions for the use of any special type or of any enclosed article).
- (6) No Postal Packet which is presented to An Post as a Postal Packet to be delivered using the Postal Services for the Blind shall contain stamps or forms indicating prepayment whether obliterated or not, or any paper representing monetary value.
- (7) Notwithstanding anything in these terms and conditions, a Postal Packet to be delivered by An Post using the Postal Services for the Blind may contain outside or inside the Postal Packet an indication, by hand or by a mechanical process, of the name, position, profession, firm and address of the sender and of the addressee, the date of despatch, the signature, or telephone number, postal cheque or banking account of the sender, as well as a serial or identity number referring solely to the Postal Packet.
- (8) Postal Packets to be delivered by An Post using the Postal Services for the Blind shall not exceed 7 kilograms.

### Parcels

**14.** (1) All Parcels intended to be transmitted by post shall (except as otherwise provided in these terms and conditions) be posted by being handed in at a Post Office in the manner hereinafter provided, on the days and within the hours during which such office shall be open to the public for the posting of parcels.

(2) Parcels may also be posted by being handed to some officer of An Post authorised to receive such Postal Packets for conveyance by post from the general public in rural areas.

(3) Where the Dimensional Weight of a Parcel exceeds its weight; the Dimensional Weight shall apply for all purposes

(4) The maximum dimensions of a Parcel shall be length 1.5 metres and length plus girth 3 metres and the maximum weight shall be the lesser of 20 kilograms or 20 kilograms Dimensional Weight.

### Registration

**15.** (1) Subject to the provisions of these terms and conditions, any Postal Packet may be registered.

(2) The following terms and conditions shall apply to the registration of Postal Packets:—

(a) The Postal Packet must be posted by—

(i) being handed for registration to an officer on duty at a Post Office; or

(ii) being handed for registration to some officer of An Post authorised to receive Postal Packets for registration from the general public in rural areas.

(b) On the posting of the Postal Packet a Certificate of Posting, bearing thereon an acknowledgment showing the value of the contents as declared by the sender and that all charges payable for registration have been paid, will be issued to the sender and should be retained by the sender.

(c) Provided that in the case of the re-direction of a Registered Postal Packet subparagraph (2) (b) of this Condition shall not apply, and, if the person tendering the Postal Packet for registration does not prepay the Charges on the Postal Packet, a Certificate of Posting stating that the said Charges have not been paid will be issued to the sender and should be retained by the sender.

(d) The sender of the Postal Packet must ensure that the Postal Packet is securely fastened and that it is not possible to remove any part of the contents without either breaking or tearing the case, wrapper or cover, forcing two adhesive surfaces apart, or breaking a seal. If a Postal Packet is sealed by strips of adhesive paper or tape, the sender of the Postal Packet must ensure that each strip bears some distinctive mark of the sender, if transparent tape is used, the sender must ensure that its mark is under the adhesive.

(e) An Post may issue a Posting Book to a sender bearing the words "Certificate of Posting" upon which An Post may endorse a certificate of posting, on the posting of a Postal Packet by Registered Post, by affixing a Post Office date stamp to the Posting Book at the entry showing the addressee of the registered Postal Packet and the value of the contents as declared by the sender.

(3) On the delivery of a Registered Postal Packet the addressee or his servant or agent shall give a written receipt for the same in the form prescribed by An Post. Where such person or his servant or agent refuses to give such a receipt the Registered Postal Packet may be withheld and dealt with or disposed of in such manner as An Post may in its discretion direct.

(4) Where An Post is unable to obtain a written receipt at the address of the addressee, it may invite the addressee his servant or agent to collect the Registered Postal Packet at another place subject to the giving by the addressee, his servant or agent of a written receipt in the form prescribed by An Post.

- (5) Where it is requested by the Sender, in respect of a Registered Postal Packet which does not contain any item listed in the Third Schedule and subject to the payment by the Sender of the Charges set out in the Schedule of Charges, the limits on compensation set out in Condition 16 (3) shall not apply and the limits specified in the Schedule of Charges shall apply instead.
- (6) Where due delivery cannot be completed, An Post may leave a docket at the address of the addressee or sender indicating where and when the Registered Postal Packet may be collected. An addressee or sender may collect the Registered Postal Packet at the times set out on the docket subject to payment of the Charges specified in the Schedule of Charges. Registered Postal Packets may be held for 3 Working Days.

### **Compensation for Loss and Damage**

- 16.**
  - (1) Save as otherwise provided in these terms and conditions, An Post shall have no liability to the sender or to the addressee of any Postal Packet lost, damaged or delayed in any service provided pursuant to these terms and conditions.
  - (2) Subject to Condition 16 (5) If any Postal Packet is lost, damaged or delayed, by at least seven (7) days if for delivery within the State or by at least ten (10) days if for delivery outside the State, whilst in the custody of An Post, An Post shall pay compensation to any person or persons who establish a reasonable claim to compensation. No compensation shall be paid for consequential loss or the cost of the contents. Compensation shall include the cost of the Charges, cost of the cover of the Postal Packet, the cost of replacement or reproduction of the packaging and a small sum in respect of any other costs. Compensation may be paid in stamps.
  - (3) Subject to Condition 16 (5) If any article of pecuniary value enclosed in, or forming part of, a Registered Postal Packet, is lost or damaged whilst in the custody of An Post, An Post shall pay compensation to any person or persons who establishes a reasonable claim to such compensation (having regard to the nature of the article, the care with which it was packed, the Charges paid by the sender, and other circumstances), subject to the following limits-
    - (a) The amount of compensation payable shall be no greater than the value declared by the sender or €25.39 if no value has been declared.
    - (b) Subject to Condition 16 (3) (c) and 16 (3) (d) and 16 (4) the compensation payable may not exceed the least of the replacement value of the article lost or the amount of the damage sustained or the value of the contents as shown in the Certificate of Posting (if applicable).
    - (c) Unless otherwise provided in these terms and conditions, in no event may the amount of compensation exceed €350.
    - (d) The compensation payable in respect of a Registered Postal Packet:
      - (i) addressed to anywhere outside Europe (being a Postal Packet other than a Parcel) is limited to €35, being a Parcel is limited to €100 plus Charges paid;
      - (ii) addressed to Europe excluding United Kingdom and Northern Ireland is limited to €150 plus Charges paid;
      - (iii) addressed to the United Kingdom and Northern Ireland is limited to €320, plus Charges paid.
  - (4) Where the transmission of coins is permitted by these terms and conditions compensation in respect of coins (except numismatic coins) shall be limited to €12.70
  - (5) Compensation shall not be paid for:
    - (a) the loss of or damage to a Postal Packet containing anything prohibited from transmission by post;
    - (b) for loss or damage arising from events outside the control of An Post;
    - or
    - (c) in respect of damage to Postal Packets containing eggs, soft fruit, liquids, glass, documents or any article of an exceptionally fragile nature.

- (d) any consequential loss, damage or injury arising from the loss, damage, delay, non-delivery or mis-delivery of anything sent by post;
- (e) in respect of the failure or delay of An Post in presenting documentation to any Customs Authority;
- (f) for money or jewellery transmitted by post unless contained in a Registered Post Packet addressed to an address in the State which does not exceed 2kilograms in weight.
- (g) in respect of a Postal Packet if the sender or addressee fails to take delivery within period required by condition 10(3) and 15(6)
- (h) in respect of delay or seizure of any Postal Packet by any Customs Authority;
- (i) for loss or damage arising from a failure to comply with Condition 5 or 6;
- (j) for works of art, glass or ceramics; or
- (k) for documents.

(6) The words "Fragile With Care" must be written conspicuously on the face of the cover of any Postal Packet containing fragile items. The presence of these words is a condition of compensation for damage to a fragile article.

(7) The compensation payable under this Condition shall be in substitution for, and not in addition to, any compensation which would otherwise be payable under these terms and conditions

(8) If any article of pecuniary value enclosed in or forming part of an Insured Letter is lost or damaged whilst in the custody of An Post, An Post may pay to any person or persons who may, in the opinion of An Post, establish a reasonable claim to compensation (having regard to the nature of the article, the care with which it is packed, changes paid by the sender and other circumstances) such sum as it may consider appropriate.

(9) Compensation may be paid in postage stamps or, in the case of Registered Mail, in either cash or postage stamps.

(10) An Post shall be immune from all liability in respect of any loss or damage suffered by the sender because of (a) any failure or delay in providing, operating or maintaining a postal service to which these terms and conditions apply or (b) any failure, interruption, suspension or restriction of a postal service provided under these terms and conditions.

#### **Posting of Books Abroad up to 5kg Service**

**17.**

- (1) Every Postal Packet labelled "Letter Packet Containing Books" shall be subject to examination in the post and shall not contain anything sealed or otherwise closed against inspection, or contain anything in the nature of current or personal correspondence or invoices or statements of account.
- (2) Notwithstanding paragraph (1) of this Condition Postal Packets containing books may be accepted for transmission by Post in sealed internal transparent wrappers within an external unsealed wrapper.
- (3) The gross weight of a Postal Packet containing books shall not exceed 5kgs in weight.
- (4) The expression "Letter Packet Containing Books" shall appear on the outer cover of the Postal Packet, on the address side top left hand corner beneath the sender's address.
- (5) The sender shall check the availability of the service to the destination concerned and shall comply with any customs restrictions which may apply.

### Common Carrier

**18.** An Post is not and shall not be a common carrier.

### Service Availability

**19.** Postal Packets are accepted by An Post subject to the condition that the service purchased can be provided at time of posting.

### Complaints

**20.** Any claim for damage or delay to a Postal Packet must be made in writing to An Post

- (i) within 3 months of posting of a Postal Packet for delivery within Ireland,
- (ii) within 6 months of posting of a Postal Packet for delivery outside Ireland, provided the foreign administration will co-operate, and
- (iii) within 7 months of posting of an Incoming Cross Border Postal packet.
- (iv) 1 month of receipt of a Postal Packet.

### Customs and Security

**21.** (1) The provisions of the Foreign Parcels (Customs) Warrant, 1885 and of any other Warrant made under Section 14 of the Post Office (Parcels) Act, 1882 shall apply to all Postal Packets addressed to a place outside the State to which this Scheme relates in like manner as they apply to Parcels.

(2) All Postal Packets addressed to a place outside the State shall have endorsed on them or on forms supplied by An Post and attached to them, information identifying the contents and the sender's name and address.

(3) All Postal Packets addressed to a place outside the State shall have affixed to them such correct and complete customs documentation as required by law or as An Post may from time to time prescribe.

### FIRST SCHEDULE

#### List of European Destinations

Albania	Faroe Islands	Macedonia (Former Yugoslav Rep. Of)	Tajikistan
Andorra	Georgia	Moldova	Turkey
Armenia	Gibraltar	Montenegro	Turkmenistan
Azerbaijan	Greenland	Russia	Ukraine
Belarus	Kazakhstan	San Marino	Uzbekistan
Bosnia Herzegovina	Kosovo	Serbia	Vatican City State
Croatia	Kyrgyzstan	Spitzbergen	

## SECOND SCHEDULE

### List of Prohibited Items

The following definitions apply to this Schedule

- (1) “ADR” means the European Agreement concerning the International Carriage of Dangerous Goods by Road 2006, volumes 1 and 2 as may be amended from time to time.
- (2) “ADR Category A” means Category A substances as defined in section 2.2.62 of volume 1 of the ADR as may be amended from time to time and defined as an Infectious Substance which is carried in a form that, when exposure to it occurs, is capable of causing permanent disability, life threatening or fatal disease to humans or animals.
- (3) “ADR Category B” means Category B substances as defined in section 2.2.62 of volume 1 of the ADR as may be amended from time to time and defined as an infectious substance which does not meet the criteria for inclusion in ADR Category A.
- (4) “ADR Packaging Instructions P650” means the packaging instruction applied to UN 3373 set out in section 4.1.4 of volume 2 of the ADR as may be amended from time to time, a copy of which is available for inspection on the An Post website ([www.anpost.ie](http://www.anpost.ie)) and from post offices;
- (5) “Biological Substance, Category B” means any Infectious Substance which is assigned to UN 3373 of the ADR.
- (6) “Clinical Wastes” means wastes derived from the medical treatment of animals or humans or from bio-research.
- (7) “Cultures” means the result of a process by which pathogens are amplified or propagated in order to generate high concentrations thereby increasing the risk of infection when exposure to them occurs. This definition refers to cultures prepared for the intentional generation of pathogens and does not include cultures intended for diagnostic and clinical purposes.
- (8) “Infectious Substances” means substances which are known or are reasonably expected to contain Pathogens, and including infectious substances affecting humans, infectious substances affecting humans and animals, infectious substances affecting animals only, Clinical Wastes and biological specimens;
- (9) “Pathogens” means micro-organisms (including bacteria, viruses, rickettsia, parasites, fungi) and other agents such as prions, which can cause disease in humans or animals.

The following items may not be included in a Postal Packet. Postal Packets

- (1) (a) Consisting of or containing any indecent or obscene print, painting, photograph, lithograph, cinematograph film, engraving, book or card, or any other indecent or obscene article, whether similar to the above or not; or
- (b) having thereon, or on the cover thereof, any words, marks, or designs of an indecent, obscene or grossly offensive character; or
- (c) consisting of, or containing:
  - (i) dangerous, toxic, poisonous or Infectious Substance; other than Biological Substances, Category B exchanged between officially recognised senders as determined by An Post or the sender's competent authority which have not previously been carried by sea or air; and which are packed and labelled in accordance with clause 3 of this Schedule
  - (ii) explosive substance of any type;
  - (iii) any filth;
  - (iv) firearms; military ordnance, replica firearms, replica or inert explosive devices
  - (v) corrosives, acids, paint removers;

- (vi) oxidising substances or organic peroxides;
- (vii) compressed liquidized or dissolved gases;
- (viii) dry ice;
- (ix) flammable solids or liquids;
- (x) materials liable to spontaneous combustion;
- (xi) paints, varnishes, dyes;
- (xii) radioactive materials (except under licence);
- (xiii) living creatures and vegetables;
- (xiv) prescribed or dangerous drugs (except under statutory licence);
- (xv) mercury materials deemed illegal or prohibited by any Government Authority;
- (xvi) organic or biological materials likely to perish in transit;
- (xvii) sharp instruments not properly protected;
- (xviii) any noxious or deleterious substance
- (xix) any article or thing which is likely to injure any other Postal Packet in course of conveyance by post or any receptacle in which same is conveyed or an officer of An Post or any other person who may deal with the Postal Packet or postal equipment or third party property
- (xx) containing any article liable to customs duty unless the importation of such articles by post is permitted by the country to which the Postal Packet is addressed and there is affixed to the Postal Packet a customs label in the prescribed form.
- (xxi) counterfeit or pirated items.

(2) A Postal Packet

- (a) which does not bear a customs or security declaration as to its contents, where required to do so to do.
- (b) bearing any Fictitious Postage Stamp or any counterfeit impression of a stamping machine or a Postal Franking Machine or Ceadúnas or label used under the direction or falsely indicating the Charge postage has been paid or is not due,
- (c) purporting to be prepaid with any mark, stamp, label or impression of a stamping machine or a Postal Franking Machine which has been previously used to prepay Charges in respect of any other Postal Packet,
- (d) having thereon or on the cover thereof any words, letters, labels or marks (used without due authority) which signify or imply, or may reasonably lead the recipient thereof to believe, that the Postal Packet is sent by someone other than the sender,
- (e) of such form or so made up for transmission by post or having thereon or on the cover thereof any words, marks, or designs of a character likely to embarrass the officers of An Post in dealing with the Postal Packet; or
- (f) having anything written, printed, or otherwise impressed upon or attached to any part of that side of the Postal Packet which bears the address at which the Postal Packet is to be delivered, which, either by tending to prevent the easy and quick reading of the address of the Postal Packet, or by inconvenient proximity to the stamp or stamps used in the payment of postage, or in any other way, is in itself, or in the manner in which it is written, printed, impressed, or attached, likely to impede the officers of An Post in dealing with such Postal Packet,
- (g) the cover whereof or the part thereof reserved for the address is divided into separate sections for the insertion of successive addresses or bears unauthorised marks or designs,
- (h) containing any document, gold, platinum or other precious metal, currency, security, goods (including stamps) or other article, commodity, or thing the exportation or importation of which (as the case may be) is subject to control, restriction or prohibition under any law of the State or any other State for the time being in force, except, in so far as the exportation or importation (as the case may be) is authorised in accordance with the provisions of such law,
- (i) containing a Passport unless it is contained in an Inland Registered Postal Packet which weighs less than 2kg, or
- (j) containing cash or coins.

- (3) Postal Packets addressed to destinations outside the State or Northern Ireland shall not contain
  - (i) aerosols
  - (ii) toner and ink cartridges
  - (iii) liquids of any kind (including water, alcohol, gels, creams, aftershaves and perfumes)
  - (iv) items prohibited or restricted by IATA (International Air Transport Association, ICAO, (International Civil Aviation Organisation) any government department or regulatory body
- (4) Postal Packets containing Biological Substances Category B shall be packed in accordance with ADR Packaging Instructions P650 and any special rules published under Condition 6(1) and clearly marked "Biological Substance Category B". The return address of the sender shall appear on the top left hand corner of the address side of the Postal Packet, and the sender shall indicate on the outside of the Postal Packet which biological substances the Postal Packet contains in the manner required by An Post.
- (5) Where An Post has prescribed any particular colour, form or design for use in relation to a particular class of Postal Packets, for conveyance by post no other Postal Packet of such colour, form or design may be posted.

### THIRD SCHEDULE

#### Items Excluded From Compensation Under International Registered Service

Cash and coins.  
 Bank Drafts.  
 Vouchers with monetary face value (other than postage stamps).  
 Passports.  
 Jewellery.  
 Precious metals such as platinum, gold or silver, whether manufactured or not in the form of a finished article.

